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MEMORANDUM OF UNDERSTANDING

Between and For

THE CITY AND COUNTY OF SAN FRANCISCO

And

BAY COUNTIES DISTRICT COUNCIL OF CARPENTERS
AND ITS AFFILIATED LOCAL UNIONS

For Fiscal Years

1987-88 through 1990-91

DOCUMENTS DEPT.

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is entered into by the City and County of San Francisco (hereinafter "City") through its designated representative acting on behalf of the Board of Supervisors and the Bay Counties District Council of Carpenters and its affiliated Local Unions (hereinafter "Union").

1. RECOGNITION

The City acknowledges that the Union has been certified by the Municipal Employee Relations Panel or the Civil Service Commission as the recognized employee representative, pursuant to the provisions as set forth in the City's Employee Relations Ordinance for the following classifications:

7226	Carpenter Supervisor I
7236	Locksmith Supervisor I
7272	Carpenter Supervisor II
7342	Locksmith
7344	Carpenter

2. INTENT

It is the intent of the parties signatory hereto that the provisions of this MOU shall not become binding until adopted or accepted by the Board of Supervisors by appropriate action.

Moreover, it is the intent of the Board of Supervisors acting on behalf of the City to agree to wages, hours, and other terms and conditions of employment as are within the Board's jurisdiction, powers, and authority to act as defined by the Charter, state law, California Constitution and other applicable bodies of the law. The Board does not intend nor attempt to bind any board, commission or officer to any provisions of this agreement over which the Board has no jurisdiction.

Provisions of this MOU which are in conflict with provisions of ordinances, resolutions, rules or regulations over which the Board has jurisdiction to act, shall prevail. Unless an existing ordinance, resolution, rule or regulation is specifically discussed and changed, deleted or modified by the terms of this MOU, it shall be deemed to remain in full operational effect.

3. INITIATION OF MEET AND CONFER

The Union agrees to submit to the City its requests for changes in the administrative provisions of the Salary Standardization Ordinance and the Salary Ordinance in accordance with the Salary Standardization schedule set up by the Civil Service Commission. The City agrees to present to the Union any request for changes by December 31, 1987 or December 31 of any subsequent year, its request for changes in the administrative provisions of the Salary Standardization Ordinance and the Salary Ordinance.

The Union and the City will begin to meet and confer on or before January 20, 1988 on such changes or January 20 of any subsequent year.

4. OBJECTIVE OF THE CITY

It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this MOU within their respective roles and responsibilities.

The Union recognizes the City's right to establish and/or revise performance levels, standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees. The City shall meet and confer prior to the implementation of any production quotas.

Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable Charter provisions and rules and regulations of the Civil Service Commission.

5. MANAGEMENT RIGHTS

The Union agrees that the City has complete authority for the policies and administration of all City departments which it shall exercise under the provisions of law and in fulfilling its responsibilities under this agreement. Said authority shall include the establishment of work rules and regulations not inconsistent with the terms of this agreement. Any matter involving the management of governmental operations vested by law in the City and not covered by this agreement is in the province of the City.

6. ADMINISTRATIVE PROVISIONS

Many provisions in this MOU are excerpted from the provisions of the 1987-88 Salary Standardization Ordinance. When such is the case, the section will be designated "EXCERPTED" and it is the intent that said language shall in no way amend or alter the meaning, interpretation or the administration of the administrative provisions of the 1987-88 (or subsequent years) Salary Standardization Ordinance.

When provisions of this MOU relate to the same subject matter as provisions in the 1987-88 (or subsequent years) Salary Standardization Ordinance but make changes therein and said section or provisions are not designated "EXCERPTED", then said provision shall prevail.

7. NO WORK STOPPAGES

It is mutually agreed and understood that during the period this MOU is in force and effect the Union or any member of the bargaining unit will not authorize or engage in any strike, slowdown, or work stoppage.

8. STATE DISABILITY INSURANCE ENABLER

Upon proper notification from the Union, the City shall cause all employees covered by this agreement to be covered by State Disability Insurance, the cost of which coverage is to be borne by the individual employee.

9. HEALTH AND WELFARE

Effective July 1, 1987, the City agrees to contribute the amount applicable per month directly into the City Health Service System for each employee who is a member of the Health Service System. The level of benefits is set pursuant to the City Charter and the Health Services System.

10. AGENCY SHOP

Section 1: Application.

Upon request of the Union, the City shall arrange for the conducting of an election on the issue of implementing an agency shop within the classifications represented by the Union, except for 7272 Carpenter Supervisor II, provided that the election requirement shall be waived upon a showing that two-thirds (2/3)

of all employees in the unit are dues paying members of the recognized employee organization.

If agency shop is approved by a majority of those eligible to vote or by a showing of two-thirds (2/3) membership, the City agrees to establish an agency shop within the represented unit.

Section 2: Agency Shop Fee.

All current and future employee of the City as described in Section 1 hereof, except as set forth below, shall, as a condition of continued employment, become and remain a member of the Union or, in lieu thereof, shall pay a service fee to the Union. Such service fee payment shall not exceed the standard initiation fee, periodic dues and general assessments (hereinafter collectively termed membership fees) of the Union representing the employee's classification. The service fee payment shall be established annually by the Union, provided that such agency shop service fee will be used by the Union only for the purposes of collective bargaining, contract administration and pursuing matters affecting wages, hours and other terms and conditions of employment.

Section 3: Religious Exemptions.

Any employee of the City in a classification described in Section 1 hereof, who is a member of a bona fide religion, body or sect, which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold

such objections to Union membership, shall, upon presentation of proof of membership and historical objection satisfactory to the City and the Union, be relieved of any obligation to pay the required service fee.

Section 4: Management, Confidential and Supervisory Designations.

The provisions herein shall not apply to individual employees of the City who are represented by the Union who have been properly and finally determined to be management, confidential, or supervisory employees pursuant to Section 16.208 of the Employer-Employee Relations Ordinance.

Except when an individual employee has filed a challenge to a management, confidential, or supervisory designation, the Employee Relations Director and the Union shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. The Employee Relations Director shall give the Union no less than ten working days notice of any such proposed designation. Disputes regarding such designations shall promptly be resolved pursuant to Section 16.208(b) of the Ordinance.

Section 5: Notice and Method of Payment.

The Union shall give all non-member employees of represented bargaining units written notice of their obligation to either join or pay an agency shop fee as a condition of continued employment.

Payment in Person: Payment in person at the Union office or by mail may be made on or before the tenth day of every month in the amount of the agency shop fee.

If the employee who chooses this option fails to pay said fee to the Union for two consecutive months, the Union may initiate the procedure outlined in Section 6 herein.

Payment Deduction: Payment by payroll deduction may be made upon proper authorization from the affected employee in the amount of the agency shop fee. The Controller shall make such deductions. The Controller shall make such service fee deductions from the regular payroll warrant of each City employee described in Section 1 when so requested.

The Controller will promptly pay over to the Union all sums withheld for service fees, less the fee for making such deductions. The Controller shall also provide with each payment a list of the employees paying service fees. All such lists shall contain the employee's name, employee number, department and amount deducted.

Nothing in this Section shall be deemed to have altered the City's current obligation to make insurance program or political action deductions when requested by the employee.

Section 6: Failure to Pay Agency Shop Fee.

In the event an employee fails to make payments as required by this agreement, the Union may give written notice of such fact to the City and the employee. In the event such notice is given, a representative of the Union, a representative of the City and the affected employee shall, within three (3) work days of such notice (excluding Saturdays, Sundays, and holidays), meet for the purpose of hearing the employee's position regarding non-payment, thoroughly explaining the circumstances to the employee and to work out a solution to any existing problems, satisfactory to the Union. If the employee has not paid the required dues or fees (including general assessments) or initiation fee and the matter is not resolved to the satisfaction of the Union, the Union may request in writing that the employee's employment be terminated. Upon receipt of such request, the City shall commence the termination process of said employee.

Section 7: Revocation of Agency Shop.

The Agency Shop provisions herein covering the aforementioned bargaining unit or subunit may be rescinded as provided by state law. The Employee Relations Director shall consult with the Union and promulgate rules necessary for the conduct of said rescission elections.

Section 8: Financial Reporting.

Annually, the Union will provide an explanation of the fee and sufficient financial information to enable the service fee payer to gauge the appropriateness of the fee. The Union will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decisionmaker not chosen by the Union and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

Section 9: Indemnification.

The Union agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of these provisions.

11. PROTECTIVE OVERALLS

The City agrees to provide annually four (4) pairs of overalls for each employee in classification 7344 Carpenter, 7226 Carpenter Supervisor I, 7342 Locksmith and 7236 Locksmith Supervisor I. The cost of overalls and laundry of the same shall be paid by the City. In the event a pair of overalls is lost or otherwise becomes unavailable due to the employee's fault, the employee agrees to pay for the replacement of same.

12. FOUL WEATHER GEAR

Classifications 7344 Carpenter, 7226 Carpenter Supervisor I, 7272 Carpenter Supervisor II, 7342 Locksmith and 7236 Locksmith Supervisor I shall not be required to perform their normal work duties in the rain without being provided adequate foul weather gear consisting of hat, coat, pants and boots.

13. PROTECTIVE LEATHER GLOVES

The City agrees to provide leather gloves as needed to employees in classification 7344 Carpenter. The cost of the gloves shall be paid by the City.

14. GOGGLES, HARD HATS AND EARPLUGS AND ANY OTHER SAFETY EQUIPMENT

The City agrees to provide goggles, hard hats and earplugs for employees in classifications 7344 Carpenter and 7342 Locksmith, as needed.

15. TOOL INSURANCE

The City agrees to indemnify employees covered under this MOU for the loss or destruction of the employee's tools subject to the following conditions:

A. These provisions shall apply when an employee's tools are lost or damaged due to fire or theft by burglary while the tools are properly on City property or being used by the employee in the course of City business.

B. The employee must demonstrate that he/she has complied with all of the tool safekeeping rules required by the City at the employee's particular work location.

C. Upon approval of this MOU and prior to any losses, the employee must submit a list of his/her tools to his/her appointing officer and the latter must acknowledge and verify said inventory both as to existence of said tools and their necessity as relates to the employee's job duties. Tools not enumerated on said list shall not be governed by these provisions.

D. The employee shall be responsible for using all reasonable means to preserve and protect his/her tools. Failure to do so shall relieve the City from any and all obligations under this section. Any employee making false or inaccurate claims under this section shall be subject to disciplinary action by his/her appointing officer.

E. In the case of theft, the following procedures shall be followed in perfecting a claim:

(1) The employee shall submit a written statement made under penalty of perjury of the tools stolen to his/her appointing officer, the local police department and the Union.

(2) The statement must contain the member's name, location, and details of loss, date of loss and date reported to the police.

(3) The statement must be submitted to the parties set forth in subsection (1) immediately above within five (5) days of the loss, unless the employee is on authorized leave in which case the employee shall have five (5) days from the date of his/her return to report the loss.

F. In case of damage due to fire, the requirements of Section E above shall be followed with the exception that verified reports need not be filed with the police.

G. The first Ten Dollars ($10.00) of any loss shall be borne by the employee. A "loss" is defined as the total dollar amount of tools of the employee lost or damaged in one incident. Approved claims shall be settled by the City paying to the employee the replacement cost of the tool(s) minus Ten Dollars ($10.00).

H. The replacement cost for tools governed hereunder shall be determined by agreement between the employee or his representative and the employee's appointing officer. Where possible, tools shall be replaced by tools of the same brand name and model. Any dispute resulting from attempts to determine tool replacement costs shall be submitted to an appropriate grievance procedure for resolution. In instances where the employee has suffered a loss of a substantial number of tools which would jeopardize the employee's ability to perform his/her job duties and if there is a dispute as to tool replacement costs, the employee shall not lose any time from work as a result thereof.

16. APPRENTICESHIP PROGRAM

The Union and the City, through its Civil Service Commission, shall meet and confer in good faith in order to implement an Apprenticeship Training Program for Carpenters and Locksmiths. Should agreement be reached on such a program, it shall be memorialized in writing and shall be considered a part of this MOU. The Union and the Board of Supervisors shall thereafter meet and confer regarding the City's payments, if any, to said program.

17. STANDBY PAY

When an employee in classifications 7226, 7236, 7342, 7344 and 7272 is requested by the employee's appointing officer to stand by and be instantly available on call for emergency service and the department furnishes said employee with a "beeper" for notification purposes, such employee shall be paid ten percent (10%) of the employee's regular straight time pay for the period of standby service.

18. NIGHT DUTY "EXCERPTED" SSO SECTION IV

Employees shall be paid 6-1/4% more than the base rate for hours worked between 5:00 p.m. and 7:00 a.m., if the employee works at least one (1) hour of his/her shift between 5:00 p.m. and 7:00 a.m., excepting those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 p.m. and 7:00 a.m.

19. HOURS AND OVERTIME "EXCERPTED" SSO SECTION II

The normal work week for the classifications represented by the Union shall be thirty-six (36) hours, provided, however, that appointing officers may require employees to work eight (8) hours per day or forty (40) hours per week as a normal work week. Employees working a thirty-six (36) hour work week shall not be considered part-time employees.

On operations conducted at remote locations (limited to Hetch Hetchy Project only for Carpenters and Locksmiths and related classes) where replacements are not readily available, or on operations involving changes in shifts, or when other unusual circumstances warrant, the appointing officer with the approval of the Civil Service Commission, may arrange work schedules averaging five (5) days per week over a period of time, but consisting of more than five (5) consecutive days per week with the accumulation of normal days off to be taken at a later date. Such schedules shall be the normal work schedules for such operations.

Any change in the normal work week shall be the subject of meeting and conferring between the Union and the appointing officer.

20. TRAVEL EXPENSES S.F.I.A. "EXCERPTED SSO SECTION IV

Employees who reside within the City and County of San Francisco and are assigned to work at San Francisco International Airport shall be reimbursed for travel expenses to and from San

Francisco International Airport in the amount of Two Dollars ($2.00) per day. In order for an employee to be eligible for this benefit, he or she must file a verified affidavit with the Civil Service Commission stating that their legal residence is at a particular address in the City and County of San Francisco.

21. OVERTIME

Employees working overtime at the end of their regular shift may request, and the department shall grant, a nonpaid break period of up to thirty (30) minutes before the commencement of the overtime period. Employees working more than four (4) hours of overtime may request, and the department shall grant, a nonpaid break period of up to thirty (30) minutes prior to the assigning of further overtime.

22. HOLIDAYS "EXCERPTED" SSO SECTION VI

Except as otherwise provided in Section V.B., and except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:

January 1, the third Monday in January (Martin Luther King, Jr.'s Birthday), February 12 (Lincoln's Birthday, the third Monday in February (Washington's Birthday), the last Monday in May, July 4, first Monday in September (Labor Day), September 9 (Admission Day), the second Monday in October (Columbus Day), November 11, Thanksgiving Day, December 25, any day declared to

be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States, and two additional holidays to be taken on days selected by the employee subject to approval of the appointing officer. Both full-time and part-time temporary employees must complete six (6) months continuous service before receiving the additional days, except in the San Francisco Unified School District and the San Francisco Community College District when a particular day has been determined to be a floating holiday for all of the employees in the department, provided further that all part-time temporary employees who are not regularly scheduled, but are employed on an as-needed, irregular, intermittent or other irregular basis are ineligible for the additional days.

Provided further, if January 1, February 12, July 4, September 9, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

In the event a legal holiday falls on Saturday, for employees working shifts of Monday through Friday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provisions for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 7.702 of the Charter. Those employees who work on a Friday which is observed as a

holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year.

The San Francisco Unified School District and San Francisco Community College District may, for its own employees regularly assigned from other departments, substitute for the holidays declared above an equal number of different holidays.

Upon adoption of a resolution by the Board of Supervisors, the September 9 Admission Day holiday may be exchanged for a holiday known as The Day After Thanksgiving.

A. HOLIDAY COMPENSATION FOR TIME WORKED

Employees required by their respective appointing officers to work on any of the above specified or substitute holidays, excepting Friday as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time and one-half the usual rate in the amount of twelve (12) hours pay for eight (8) hours worked or a proportionate amount for more or less than eight (8) hours worked.

B. HOLIDAY PAY FOR EMPLOYEES LAID OFF

An employee who is laid off at the close of business the day before a holiday who has worked not less than five (5) consecutive work days shall be paid for the holiday.

C. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a biweekly pay period, or persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons on leave without pay both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

D. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

Part-time employees and employees working a reduced work week who regularly work a minimum of twenty (20) hours in a biweekly pay period shall be entitled to holidays as provided in Section VI.A. on a proportionate basis.

Regular full-time employees are entitled to 8/80 or 1/10 time off when a holiday falls in a biweekly pay period, therefore; part-time employees, as defined in the immediately receding paragraph, shall receive a holiday based upon the ratio of 1/10 of the total hours regularly worked in a biweekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the biweekly pay

period immediately preceding the pay period in which the holiday falls. The computation of holiday time off shall be rounded to the nearest hour.

The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appointing officer.

E. TIME OFF FOR VOTING

If an employee does not have sufficient time to vote outside of working hours, the employee may request so much time off as will allow time to vote in accordance with the State Election Code.

23. VACATIONS

Employees in City and County service shall be allowed a vacation with pay annually, as long as he or she continues in employment, in accordance with Administrative Code Section 16.212, hereby attached for informational purposes only.

24. SUPERVISORY DIFFERENTIAL ADJUSTMENT

A supervisory employee may have his/her salary adjusted by the Civil Service Commission in accordance with the provisions of Salary Standardization Ordinance Section IV(F), "Supervisory Differential Adjustment."

25. LEAD MECHANIC (CLASSIFICATIONS 7344 CARPENTERS AND 7342 LOCKSMITH)

Employees in the following classes designated by their supervisor or foreman as a lead mechanic shall be entitled to a Five Dollars ($5.00) per day premium where required to plan, design, sketch, layout, detail, estimate, order materials, or take the lead on any job where at least two mechanics are assigned:

7344	Carpenter
7342	Locksmith

26. SEWAGE PREMIUM

Employees in classifications 7226, 7272 and 7344 when assigned to work which causes the employee to come in contact with raw sewage in a sewage treatment plant or in a sewage pumping station shall receive a premium of $.375 per hour for each hour so assigned.

27. SUBSISTENCE PAY

In accordance with the Annual Appropriation Ordinance for eligible employees covered by this MOU, the City agrees to provide Twenty-Seven Dollars ($27.00) per day subsistence pay.

28. MILEAGE

The mileage rate shall be 25 cents per mile. The rate shall be increased each calendar quarter by one cent for each ten cents increase in the average cost of gasoline as defined for "gasoline

all types" per gallon in the Energy Report published by the Bureau of Labor Statistics U.S. Department of Labor. The base period against which increases shall be measured shall be the average price per gallon established for July 1, 1982.

29. SAVINGS CLAUSE

Should any part of this MOU be determined to be contrary to law, such invalidation of that part or portion of this MOU shall not invalidate the remaining portions hereof. In the event of such determination, the parties agree to immediately meet and confer in an attempt to agree upon a provision for the invalidated portion which meets with the precepts of the law.

30. MEDICAL EXAM

In instances when Carpenters are exposed to conditions hazardous to their health and when required by State law, said employee may request and be entitled to a medical examination. Cost to be paid by the City.

31. REOPENING OF CONTRACT

Upon request of the Union, the City agrees to reopen this contract in January 1988 to discuss the following four items only: Normal work week, tool replacement, increase in lead mechanic pay and increase in night differential pay. The MOU will not otherwise be reopened during the term of the MOU unless mutually agreed upon by the parties.

32. TERM OF AGREEMENT

This MOU shall remain in full force and effect from July 1, 1987 through and inclusive of June 30, 1991. The Union agrees to serve written notice to the City on or before December 30, 1990 of its desire to amend or otherwise modify this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this MOU this 30th day of June, 1987.

BAY COUNTIES DISTRICT
COUNCIL OF CARPENTERS AND
ITS AFFILIATED LOCAL UNION

Jim R. Green
Executive Officer

FOR THE CITY AND COUNTY

John Liebert
Employee Relations Director

Marie Corlett Blits
Employee Relations Director

JoAnne G. Auerbach
Employee Relations
Administrator

APPROVED AS TO FORM:
LOUISE RENNE, CITY ATTORNEY

By 6/30/87
Jerry Spain
Deputy City Attorney

APPROVED AND ADOPTED BY THE BOARD OF SUPERVISORS BY RESOLUTION NO. _____
ON _____